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SB 124 Kansas Restraint of Trade Act
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Full consideration remedies have been a powerful deterrent to anti-competitive trade practices in Kansas that violate the Kansas Restraint of Trade Act. Full consideration damage provisions must be retained in order to maintain a meaningful, enforceable KRTA.

To prove "actual damages", an antitrust economist has to prove the amount of the overcharge taking into account what were the fixed and variable costs in a regression analysis against what the price should have been "but for" the restraint of trade. The cost out-of-pocket for such analysis is between \$2-10 million. The plaintiff (a small business, consumers, or the Kansas Attorney General) will get recoup the money for the analysis only if the plaintiff wins in a case that will last a decade. This does not count the decade of attorney time invested.

No one will bring an enforcement case without a \$10-30 million potential in damages. The Kansas market compared to the National market is small, approximately 1%. California is about 12%. California (being over 10x bigger than Kansas) often has potential antitrust damages that reach \$10-30 million or more. Kansas never does. So California (and the national market) can be enforced through this "actual damage" method. Kansas cannot, and never has been.

Full consideration (or the price paid) damages can be proven for \$500,000-\$1 million. Kansas consumers, small businesses, and markets can and have been protected by this method. Without full consideration damage provisions, the KRTA cannot be enforced, and becomes a paper-tiger.